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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Stephen TOMLINSON et al.Application No./Patent No.: 10/534,772 Filed/Issue Date: November 13, 2003 (Int'l)Entitled: COMPLEMENT RECEPTOR 2 TARGETED COMPLEMENT MODULATORSMUSC Foundation for Research  
Development

, a

university

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1.  the assignee of the entire right, title, and interest; or
2.  an assignee of less than the entire right, title and interest. The remainder of the right, title and interest in the application is assigned to The Regents of the University of Colorado.

In the patent application/patent identified above by virtue of either:

A.  An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a true copy of the original assignment is attached.

**OR**

B.  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Stephen TOMLINSON To: Medical University of South Carolina  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

MUSC Foundation for Research

2. From: Medical University of South Carolina To: Development  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.  
(NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO.)

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

W.C. Hood Jr.

Signature

W.C. Hood Jr.

Printed or Typed Name

Executive Director

Title

13 May 2007

Date

843 876 1400

Telephone Number

Attorney Docket No. 577712000200

**COPY**

ATTORNEY DOCKET NO. 19113.0095U1

**ASSIGNMENT**

WHEREAS, I, Stephen Tomlinson, 1287 Abercorn Trace, Mt. Pleasant, South Carolina 29466, U.S.A., have invented new and useful improvements in "COMPLEMENT RECEPTOR 2 TARGETED COMPLEMENT INHIBITOR FUSION PROTEINS" for which an application for United States Letters Patent was filed on November 15, 2002, Serial No. 60/426,676; and,

WHEREAS, Medical University of South Carolina whose post-office address is 171 Ashley Avenue, Charleston, South Carolina 29425-2230, U.S.A., is desirous of acquiring the entire interest in the same;

NOW, THEREFORE, for good and valuable consideration, I, Stephen Tomlinson, hereby do sell, assign and transfer unto said Medical University of South Carolina the entire right, title and interest in and to said invention and application throughout the world, including, without limitation, any Letters Patent which may issue thereon, and any subsequent application claiming priority to the above-identified application under 35 U.S.C. § 119(e), reissue, reexamination, division, continuation-in-part, extension or continuation thereof and all rights of priority under the International Convention arising from said application; the same for its legal representatives and assigns, as fully and entirely as the same would have been held by me had this assignment and sale not been made;

AND, I hereby bind myself, my heirs, legal representatives, administrators and assigns properly to execute without further consideration any and all applications, petitions, oaths and

assignments or other papers and instruments which may be necessary in order to carry into full force and effect, the sale, assignment, transfer and conveyance hereby made or intended to be made and generally do everything possible to aid Medical University of South Carolina, its legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries throughout the world.

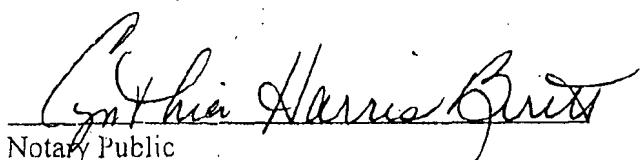
I also authorize counsel for Medical University of South Carolina to enter above the filing date and serial number of the application when they become available.

IN WITNESS WHEREOF, I have executed this Assignment this 9<sup>th</sup> day of December, 2002.

  
(L.S.)  
Stephen Tomlinson

State of South Carolina  
County of Charleston

On this 9<sup>th</sup> day of December, 2002, before me, a Notary Public, came Stephen Tomlinson, to me known and known to be the individual described in and who executed the foregoing assignment, and he duly acknowledged the same to be his free act and deed.

  
Notary Public

My Commission Expires: March 17, 2009

WHEREAS, Medical University of South Carolina, having a place of business at 171 Ashley Avenue, Charleston, SC 29425-2230, (hereinafter termed "Assignor"), owns the entire right, title, and interest in the inventions described below (hereinafter "Said Inventions,")

**Complement Receptor 2 Targeted Complement Inhibitor Fusion Proteins**

for which an United States Patent Application Serial No.: 60/426,676, was filed on November 15, 2002, and

WHEREAS, MUSC Foundation for Research Development, having a place of business at 261 Calhoun St., Suite 305, Charleston, SC 29425, (hereinafter termed "Assignee"), is desirous of acquiring the Assignor's right, title and interest in and to Said Inventions, and in and to any and all patent applications, patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received from said Assignee, including the obligations of Assignee to Assignor contained in the Affiliation Agreement and related agreements between the Assignor and Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to Said Inventions; (b) in and to all rights to apply for foreign patents on Said Inventions pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on Said Inventions in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee, to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering Said Inventions; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving Said Inventions; and (f) for legal proceedings involving Said Inventions and any applications therefore and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

4. Said Assignor hereby warrants and represents that the Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee this 25th day of November, 2003.

MUSC FOUNDATION FOR RESEARCH  
DEVELOPMENT

By: J. R. Raymond

Title: VPA and Provost

MEDICAL UNIVERSITY OF  
SOUTH CAROLINA

By: J. R. Raymond

Title: VPA and Provost